A TREATISE ON SECRET LIENS AND REPUTED OWNERSHIP. By Abram I. Elkus and Garrard Glenn, of the New York Bar. New York, Baker, Voorhis and Company, 1910. pp. xxx, 183.

An owner of chattels, who has entrusted possession to another, has in general — and under the law of bailment and pledge has had for centuries — an interest valid against the world; an opposite principle, indeed, would deprive property rights of half their commercial value. But where one who secretly obtains or retains title entrusts possession to another under such circumstances that a third party who gives credit to the depositary is reasonable in supposing the man with whom he is dealing to have the complete legal interest, the third party will, on the insolvency of his promisor, be preferred to the legal owner. From the scattered domains of agency, of trusts, of sales, of bailments, and of bankruptcy Messrs. Elkus and Glenn have gathered together an imposing mass of authorities upon the conditions which render reliance upon apparent, but unreal, ownership reasonable.

English bankruptcy legislation has concerned itself with reputed ownership for centuries. In the United States, apart from state statutes necessitating record for those mortgages, and, less universally, those conditional sales by which ownership is divorced from possession, the establishment of the doctrine that secret liens are to be discouraged must be ascribed to the courts alone. The connection between English enactments and early American decisions is traced in a discussion that may fairly be called a contribution to legal history.

Our authors are less happy in their exposition of the general doctrines of the present-day law. Profuse quotations and lengthy summaries sufficiently establish the general agreement of the cases upon the equitable doctrine that, in some instances where it will benefit C, property which, as between A and B belongs to A, shall be made to discharge the debts of B. But there is too little analysis of decisions. Successive chapter heads proclaim as the foundation for C's rights the principle of estoppel and the requirement of good faith on the part of A; and the "ultimate question" is apparently recognized to be a consideration of commercial policy. The fact is, of course, that courts agreeing in result have displayed organic differences in reasoning. This fact Messrs. Elkus and Glenn steadily ignore, and the opportunity peculiar to those who introduce an important doctrine, of resting it upon sound principles, they have, accordingly, lost.

The incisive comments upon choses in action make clear that the general doctrine is broad enough to include occasional instances of ownership separated from a merely metaphysical possession. The chapter on recording acts is vague in its differentiation of the common types of legislation. A fuller citation of decisions outside of New York would have strengthened the discussion of mortgages of after-acquired property, and of the equitable interests known as floating charges and recognized by the English courts. The topics of consignment arrangements and trust receipts possess a significance already great, and sure to grow; the practitioner will be thankful for the writers' full statement of the present business law. The concluding chapter upon the corporate entity is of doubtful relevancy upon the general thesis of the work; for the doctrines involved are explicitly stated by the leading case to be doctrines of corporation law in no way peculiar to the problems of ownership and possession of personal property. W. H. P.

THE INDIAN CONTRACT ACT. With a Commentary, Critical and Explanatory. By Sir Frederick Pollock, Bart., assisted by D. F. Mulla. Second Edition. London: Sweet and Maxwell, Limited. 1909. pp. lxiii, 744.

It is difficult for an American lawyer to review a work such as this. Sir Frederick Pollock himself undertook the preparation of the Contract Act

originally, only on condition that another familiar with the decisions on Indian law should collect and digest the cases.

With the merits of the Indian Contract Act we cannot deal within the limits of a book review. That act suffered, it has been pointed out, by passing through three different hands in the course of its preparation, — the Indian Law Commission, the Legislative Department in India, and Sir James Stephen. In the course of this, and particularly at the hands of the Legislative Department in India, sections here and there were borrowed from the draft and code prepared for New York by Dudley Field, which, as Sir Frederick Pollock says, "is the worst piece of codification ever produced. . . . The clauses on fraud and misrepresentation in contract — which are rather worse if anything than the average badness of the whole — were most unfortunately adopted in the Indian Contract Act." But in spite of these and other criticisms the act is still unrevised.

It is needless to say that the editorial and critical work is carefully done. The name of the editor assures that. This second edition is published within four years of the first, and is called for by reason of the increase of decisions of English and Indian courts. The arrangement is the same, the chief changes being the inclusion, somewhat against the editor's will but because of the necessities of the case, of references to unofficial Indian reports, and in enlarged commentaries on sales, agency, and partnership, those on sales being by Mr. J. B. Eames, those on agency by Mr. William Bowstead, and those on partnership by the editor himself.

The book is interesting to those interested in codifications and in foreign systems of law, but cannot be of general use. S. H. E. F.

WORK ACCIDENTS AND THE LAW. By Crystal Eastman. New York: Charities Publication Committee. 1910. pp. xvi, 345. 8vo.

"Work Accidents and the Law" is one of a number of volumes known as "The Pittsburgh Survey," which are part of the publications provided for by the Russell Sage Foundation. It is a clear and very forceful exposition of the effect of the present provision made in Pennsylvania — and Pennsylvania does not differ radically in this particular from the rest of the United States — to prevent industrial accidents and to compensate industrial workers and their families for the loss caused by such accidents. It is based upon facts most carefully presented and analyzed to show who are responsible for the accidents, who in fact bear the resulting financial loss and what are the financial resources of the losers. Its exposition of the present law is brief and clear.

Its consideration of the efficiency of our law as a means of preventing accidents not only shows that probably over one-third of the fatal accidents are due to some form of negligence attributable to the employer or his superintendents; but it deals with the practical possibility of enforcing laws that would prevent the recurrence of the situations which have actually caused accidents, by taking fully into account the provisions for safety in excess of those required by law, which are now enforced by several companies.

The consideration of the efficiency of the present law as a means of providing proper compensation for the loss incurred is presented not merely as an academic question based upon the entirely inadequate compensation which the facts show. The practical situation is concretely dealt with by summarizing the meagre resources of employees, both married and single, accurately estimating the relief to be gained through insurance, voluntary relief associations, and the Carnegie Relief Fund, stating the legal expenses and liability insurance premiums of the employer, estimating the administrative expense to the state. The reader who is interested in social problems is delighted to find that